

**FOREIGN ASSISTANCE**

**Regional Housing Projects**

**Agreement Between the  
UNITED STATES OF AMERICA  
and the COUNCIL OF EUROPE  
DEVELOPMENT BANK**

Signed at Washington and Paris  
September 24 and 26, 2012

*with*

Annexes



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

**COUNCIL OF EUROPE  
DEVELOPMENT BANK**

**Foreign Assistance: Regional Housing Projects**

*Agreement signed at Washington and Paris  
September 24 and 26, 2012;  
Entered into force September 26, 2012.  
With annexes.*

**ADHERENCE AGREEMENT  
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE COUNCIL OF EUROPE DEVELOPMENT BANK  
WITH RESPECT TO THE REGIONAL HOUSING PROGRAMME FUND**

**THIS ADHERENCE AGREEMENT** (the “**Adherence Agreement**”) is made between

The **GOVERNMENT OF THE UNITED STATES OF AMERICA** (the “**Donor**”); and

The **COUNCIL OF EUROPE DEVELOPMENT BANK**, International Organisation, with its headquarters at 55 Avenue Kléber, 75116 Paris, France (the “**CEB**”, or the “**Fund Manager**”);

Jointly referred to hereinafter as the “**Parties**”, or individually as the “**Party**”;

In respect of the Donor’s participation and contribution to the Regional Housing Programme Fund (the “**RHP Fund**”);

**WHEREAS**

- (A) As part of the joint initiative of Bosnia and Herzegovina, Republic of Croatia, Montenegro and Republic of Serbia (the “**Partner Countries**”) under the Sarajevo process on refugees and displaced persons to create ‘Durable Solutions for Refugees and Displaced Persons (DPs) in the Western Balkans’ (the “**Regional Housing Programme**” or “**RHP**”), the RHP Fund has been established to be managed by the CEB.
- (B) The purpose of the RHP Fund is to pool resources, contributed by states and institutions, to be used for the purposes of making Grants to the Partner Countries in respect of their respective Regional Housing Project under the Regional Housing Programme.
- (C) The CEB shall manage the RHP Fund, and all Fund Resources shall be accepted, held, used, committed, expended or otherwise disposed of, in accordance with the General Conditions of the RHP Fund (attached) as may be amended, from time to time, in accordance with the terms for amendment, provided therein (the “**General Conditions**”).
- (D) The Donor now wishes to confirm (i) its commitment to contribute to the RHP Fund; (ii) that it agrees that the use and management of any Contribution made by it to the RHP Fund shall be done in accordance with the General Conditions and this Adherence Agreement; (iii) its participation in the Assembly of Donors in accordance with the General Conditions and (iv) its participation in the RHP Steering Committee in accordance with the Rules of Procedure of the RHP Steering Committee.

**NOW THEREFORE** the Parties hereto agree as follows:

## **1. General Conditions of the RHP Fund**

The Donor hereby (i) acknowledges receipt of a copy of the General Conditions (comprising its Annex), as in force as of the date of entry into force of this Adherence Agreement; and (ii) agrees that the General Conditions shall apply to any Contribution made by it to the RHP Fund (any such Contribution to be made by way of a Contribution Agreement, substantially in the form of the Annex I hereto), as if incorporated therein in full, with the following derogations:

- (a) Clause 7 (Dispute resolution) of the General Conditions shall be replaced as follows:

“If a disagreement should arise between the CEB and the Donor in connection with the Contribution of the Donor, such dispute will be resolved by the Parties through consultation. If consultation fails to resolve the disagreement, the CEB and the Donor may, subject to mutual agreement, resort to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States in force at the date of the Contribution Agreement.”

## **2. Contributions**

The Donor confirms its commitment to contribute to the RHP Fund, for the purposes of which it shall enter into a Contribution Agreement with the CEB in the form of the Annex I hereto.

## **3. Notices**

All matters relating to the RHP Fund shall be addressed, as and when required, to the following representatives of the Parties, as appropriate:

For the Donor:

Nancy Iris  
Deputy Director, Bureau of Population, Refugees, and Migration, Office for  
Assistance of Europe, Central Asia & Americas  
Department of State  
United States of America  
2201 C Street Northwest, Washington, DC 20520

Tel: 202-453-9297  
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For the Fund Manager:

Director, Central Directorate for Studies and International Relations  
Council of Europe Development Bank

55, avenue Kléber  
75116 Paris, France

Tel: +331 47 55 71 51  
Fax: +331 47 55 71 55  
Email: CEB-donor-relations@coebank.org

#### 4. General

- (a) All capitalised terms used herein have the meaning attributed to them in the General Conditions as in force at the time of entry into force of this Adherence Agreement.
- (b) In the event of discrepancies, inconsistencies and/or conflicts between the terms of the General Conditions, this Adherence Agreement and/or any Contribution Agreement, the documents shall prevail in the following order: (i) this Adherence Agreement; (ii) the General Conditions; and (iii) the Contribution Agreement.
- (c) Any disputes arising out of or in connection with this Adherence Agreement shall be resolved in accordance with the terms of Clause 7 (Dispute Resolution) of the General Conditions, as replaced under Clause 1 above.
- (d) This Adherence Agreement shall enter into force on upon signature by both Parties.

Signed in duplicate in the English language.

For the Department of State,  
Bureau of Population, Refugees, and Migration  
United States of America:



David Robinson  
Principal Deputy Assistant Secretary

Date: 9/24/2012  
Place: WASHINGTON, D.C.

For the Council of Europe Development Bank:



Mikolaj Dowgielewicz  
Vice-Governor

Date: 26/08/2012  
Place: Paris



**GENERAL CONDITIONS**

**OF THE**

**REGIONAL HOUSING PROGRAMME FUND**

**Dated: 24 September 2012**

## Table of Contents

<b>1.</b>	<b>GENERAL PROVISIONS.....</b>	<b>4</b>
1.1	Definitions .....	4
1.2	Purpose of the RHP Fund .....	6
1.3	Eligibility Criteria of Grant Requests .....	6
1.4	Application of General Conditions .....	8
<b>2.</b>	<b>FUND RESOURCES .....</b>	<b>9</b>
2.1	Fund Resources.....	9
2.2	Contributions .....	9
2.3	Payment of Contributions .....	9
2.4	Earmarking of Contributions .....	9
2.5	The Fund Manager’s acknowledgment of Contributions .....	10
2.6	Separation of Resources.....	10
<b>3.</b>	<b>GOVERNANCE AND ADMINISTRATION OF THE RHP FUND .....</b>	<b>10</b>
3.1	General Principles of Governance .....	10
3.2	The Assembly of Donors .....	10
3.3	The Technical Committee.....	12
3.4	Management and Administration of the RHP Fund - Role of the Fund Manager .....	13
3.5	The Role of the RHP Secretariat.....	14
3.6	Management Fee.....	15
3.7	Remuneration of the Fund Account.....	15
3.8	Accounts and Audit .....	15
3.9	Policies and procedures applicable to the implementation of Grants approved for financing with the Fund Resources.....	16
3.10	Liability.....	17
3.11	Review .....	17
<b>4.</b>	<b>TERMINATION.....</b>	<b>18</b>
4.1	Termination of a Contribution Agreement .....	18
4.2	Termination of the RHP Fund .....	18
4.3	Disposal of the Resources on Termination of the RHP Fund.....	18
4.4	Disposal of Fund Resources on Termination of a Contribution Agreement.....	19
<b>5.</b>	<b>COMMUNICATIONS AND NOTICES.....</b>	<b>19</b>
<b>6.</b>	<b>AMENDMENTS .....</b>	<b>20</b>
<b>7.</b>	<b>DISPUTE RESOLUTION.....</b>	<b>20</b>
7.1	Disputes with members of CEB.....	20
7.2	Disputes with non-members of CEB .....	20
	<b>ANNEX - FORM OF ADHERENCE AGREEMENT .....</b>	<b>21</b>
	<b>(ANNEX I TO THE ADHERENCE AGREEMENT).....</b>	<b>24</b>

## GENERAL CONDITIONS OF THE REGIONAL HOUSING PROGRAMME FUND

### WHEREAS

- (A) The 'Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons' (the "**Regional Housing Programme**" or the "**RHP**") is a joint initiative of Bosnia and Herzegovina, Republic of Croatia, Montenegro and Republic of Serbia (each a "**Partner Country**" and together the "**Partner Countries**").
- (B) The aim of this regional initiative, which is an integral part of the 'Sarajevo Process on refugees and displaced persons' initiated in 2005, re-launched in March 2010 at the Belgrade conference, and to which the Partner Countries have re-committed themselves with the November 2011 Belgrade Declaration, is to contribute towards resolving the protracted displacement situation of the most vulnerable refugees and displaced persons (DPs) following the 1991-1995 conflicts on the territory of former Yugoslavia, including internally displaced persons (IDPs) in Montenegro from 1999, by, inter alia, providing them with durable housing solutions.
- (C) The RHP aims to benefit close to 74,000 people or 27,000 households and its cost is estimated to be approximately €584 million over a five-year period. It will comprise four country housing projects, one in each Partner Country each of which will be implemented by the relevant Partner Country in several sub-projects and in several phases (each a "**Country Housing Project**" or a "**CHP**").
- (D) The regional initiative, as part of the overall 'Sarajevo process', is endorsed by the international community, including the European Union represented by the European Commission (the "**Commission**"), the United States of America ("**USA**"), the Council of Europe Development Bank ("**CEB**"), the United Nations High Commissioner for Refugees ("**UNHCR**") and the Organization for Security and Co-operation in Europe ("**OSCE**").
- (E) A donors' conference took place in Sarajevo on 24 April 2012 (the "**Donors' Conference**") where the Commission, the Governments of the USA, Germany, Italy, the Kingdom of Norway, the Swiss Federation, the Kingdom of Denmark, Turkey, Luxembourg, Cyprus, Czech Republic, Romania, Hungary, Slovak Republic and the former United Nations High Commissioner for Refugees, Ms. Sadako Ogata pledged contributions for the Regional Housing Programme in a total of EUR 261 million.
- (F) The CEB was established on 16 April 1956 by the adoption of its Articles of Agreement, as amended, (the "**Articles**") by the Committee of Ministers of the Council of Europe, the decision-making body of the Council of Europe and has its origins in a Partial Agreement originally entered into between eight Council of Europe member states. The CEB is governed by the Third Protocol to the General Agreement on Privileges and Immunities of the Council of Europe of March 6, 1959 (the "**Protocol**"), by its Articles and by regulations issued pursuant to the Articles.
- (G) The CEB is empowered under Article VII Section 3 of the Articles to open and manage trust accounts and such accounts may receive contributions from CEB, members of the CEB and of the Council of Europe.

- (H) The participation of CEB to the RHP and the establishment of a fund named 'Regional Housing Programme Fund' (the "**RHP Fund**") were approved on 27 January 2012 by the CEB's Administrative Council by Resolution 1543(2012).
- (I) By Resolution 399 (2012) of its Governing Board of 30 March 2012 the CEB is authorised to receive voluntary contributions from non-member states of the CEB and international institutions in the framework of the Regional Housing Programme.
- (J) CEB's role in respect of the RHP shall be that of RHP Secretariat, Fund Manager and Finance Institution as further detailed herein.
- (K) CEB's management fee (as defined in Paragraph 3.6 below) has been determined so as to cover, together with the bilateral contributions the CEB receives from the Commission directly, the total of CEB's management costs in respect of the RHP until the termination date (as defined in Paragraph 4.2(a) below).

**ACCORDINGLY**, the CEB accepted to administer the RHP Fund, in accordance with these General Conditions.

## **1. GENERAL PROVISIONS**

### **1.1 Definitions**

In these General Conditions the following defined terms and expressions shall bear the following meaning, unless the context requires otherwise:

**"Adherence Agreement"** means the agreement to be entered into between each Donor and the Fund Manager, pursuant to which the parties to any such Adherence Agreement agree that the General Conditions shall govern the management of the RHP Fund;

**"Assembly of Donors"** means the Assembly of Donors described in Paragraph 3.2 of these General Conditions;

**"CEB Procurement Guidelines"** means the CEB's 'Guidelines for Procurement of supplies, works and services' as publically available on its website: [www.coebank.org](http://www.coebank.org);

**"CEB Public Information Policy"** means CEB's Public Information Policy as publically available on its website: [www.coebank.org](http://www.coebank.org);

**"Contribution/s"** means resources contributed to the RHP Fund, subject to the conclusion of a Contribution Agreement and governed by the terms set out therein and as described in Paragraph 2.2 of these General Conditions;

**"Contribution Agreement"** means the written understanding or agreement to be entered into between a Donor and the CEB, which will specify the amount committed by the Donor, the currency of such Contribution, the date(s) on which and the manner in which payments thereof will be made to the Fund Account and may contain such other administrative matters as may be required and are permitted by the General Conditions, and will be in the form attached to the Adherence Agreement;

**"Donor/s"** means any state and / or institution that has made a Contribution to the RHP Fund;

**"Donor Group"** means group of Donors whose Contributions taken together amount to €5,000,000 or in excess thereof;

**“Effective Date”** means the date on which the first Contribution has been received by the RHP Fund as confirmed by the CEB to the Donors who as at such date have entered into a Contribution Agreement.

**“Euro”, “€”, “euro” and “EUR”** each means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty on the Functioning of the European Union (TFEU);

**“Finance Institution”** means the CEB in its capacity as the finance institution where it (i) shall appraise Grant Requests and/or Loan Requests, (ii) shall disburse Grants to the Partner Countries, (iii) may provide Loans, subject to all CEB’s conditions for financing being met and (iv) shall monitor the implementation of sub-projects under the Country Housing Projects financed by either Grants and Loans or Grants;

**“Fund Account”** means the account/s and, to the extent applicable, the sub-account/s, opened and maintained by the Fund Manager in CEB’s books, to which Contributions will be transferred and out of which the Fund Manager shall disburse the Fund Resources, as required;

**“Fund Manager”** means the CEB in its capacity as fund manager as further described in Paragraph 3.4;

**“Fund Resources”** means the Contributions made to the RHP Fund and other amounts as described in Paragraph 2.1 of these General Conditions;

**“General Conditions”** means the general conditions of the RHP Fund set out herein;

**“Grant/s”** means any investment subsidy grant to be disbursed by the Finance Institution from the Fund Resources to the Partner Countries for any sub-project under the Country Housing Projects that fulfils the Eligibility Criteria set out in Paragraph 1.3 of these General Conditions upon the decision of the Assembly of Donors;

**“Grant Request”** means any Partner Country’s request for a Grant;

**“Grant Request Assessment Criteria”** means the grant request assessment criteria, as described in Paragraph 1.3(f) of these General Conditions;

**“Initial Contribution Minimum Amount”** means the minimum amount of €250,000 in respect of the initial Contribution by each Donor;

**“Loan”** means a loan to be disbursed upon the decision of the CEB by the CEB from its resources to such Partner Country for financing any sub-project under the Country Housing Projects;

**“Loan Request”** means any Partner Country’s request for a loan to be disbursed upon the decision of the CEB by the CEB from its resources to such Partner Country for financing any sub-project under the Country Housing Projects;

**“Project Implementation Unit” or “PIU”** means any unit which will implement sub-projects under any Country Housing Project;

**“Regional Coordination Forum”** means the regional coordination forum coordinating the RHP activities within the Partner Countries;

“**RHP Secretariat**” means the CEB in its capacity as RHP secretariat as described in Paragraph 3.5 of these General Conditions;

“**RHP Steering Committee**” means the RHP steering committee comprising the Partner Countries, UNHCR, OSCE, the Donors and the RHP Secretariat;

“**Subsequent Contribution Minimum Amount**” means the minimum amount of €250,000 in respect of each subsequent Contribution by each Donor;

“**Technical Committee**” means the technical committee, as described in Paragraph 3.3 of these General Conditions;

“**U.S. dollars**”, “**\$**” or “**USD**” are references to United States dollars.

## 1.2 Purpose of the RHP Fund

- (a) The purpose of the RHP Fund is to allocate Fund Resources within the framework of the Regional Housing Programme as follows:
  - (i) for providing support in the form of Grants;
  - (ii) for such other activities as the Assembly of Donors may approve, from time to time, on recommendation of the Technical Committee,
- (b) Grant Requests will be made by each Partner Country via the RHP Secretariat and subject to assessment by the Technical Committee after pre-assessment by the Finance Institution. The allocation of Fund Resources for financing such sub-projects under the Country Housing Projects will be subject to a decision to that effect, taken by the Assembly of Donors in accordance with the decision-making procedure set out in Paragraph 3.2(g).
- (c) The Fund Resources will also be used to pay (i) the Management Fee in accordance with Paragraph 3.5, (ii) the costs of the audit of the financial statements of the RHP Fund in accordance with Paragraph 3.8(b) and costs of recovery in accordance with Paragraph 3.4(c) of these General Conditions.

## 1.3 Eligibility Criteria of Grant Requests

To be eligible for the support by the RHP Fund, Grant Requests shall comply with the following eligibility criteria (the “**Eligibility Criteria**”):

- (a) *Geographical coverage*: The sub-projects under any of the Country Housing Projects must be implemented on the territory of the Partner Countries.
- (b) *Eligible beneficiaries*: The sub-projects under any of the Country Housing Projects must benefit vulnerable refugees and/or displaced persons, including internally displaced persons (IDPs) in Montenegro from 1999, within Partner Countries who fit one of the following six categories (the “**Eligible Beneficiaries**”):
  - (i) Category I: All 1991-1995 refugees, regardless of their status, who are residents of collective centres or other forms of collective accommodations, either formal or informal.

- (ii) Category II: All 1991-1995 vulnerable refugees accommodated privately and all former occupancy right holders without a durable solution in their country of origin or reception country. For the purpose of the Regional Housing Programme, the vulnerability criteria applied by UNHCR in countries in the region are also to be applied here.
  - (iii) Category III: All vulnerable returnees to Bosnia and Herzegovina and Croatia and all vulnerable returnees who have already returned to Croatia but who do not have a durable solution either in the country of origin or in the reception country.
  - (iv) Category IV: Displaced persons accommodated in collective centres and private accommodations in Croatia.
  - (v) Category V: Vulnerable displaced persons outside collective centres in Bosnia and Herzegovina.
  - (vi) Category VI: Vulnerable persons displaced in Montenegro in 1999. This was especially agreed by the participating countries given that the Regional Housing Programme in other countries deals only with 1991-1995 refugees.
- (c) *Eligible housing solutions:* The sub-projects under any of the Country Housing Projects must provide the Eligible Beneficiaries with a durable housing solution. The housing solutions to be provided include:
- (i) Provision of flats and houses through building, reconstruction, renovation or purchase;
  - (ii) Provision of construction materials;
  - (iii) Accommodation in social welfare institutions.

Refugees and displaced persons will be provided with the choice of either: voluntary return and reintegration in their place of origin, or integration in their place of current residence.

- (d) *Eligible costs:* The following represents a non-exhaustive list of cost elements of the sub-projects which are eligible:
- (i) the cost of surveys or studies (technical, economic or commercial, engineering) as well as the cost of technical supervision of the sub-projects;
  - (ii) the preparation of the land;
  - (iii) the construction/renovation/modernization or purchase of buildings or provision of building material directly linked to a sub-project;
  - (iv) the installation of basic infrastructure such as sewerage, water supply, electricity and telecommunications networks, waste disposal and waste water treatment, roads, etc.;
  - (v) the purchase of materials and equipment;
  - (vi) contingencies for unanticipated costs (technical and/or price increases) in respect of possible changes in the quantity of work required, in the type and

quantity of equipment to be purchased or in the method of carrying out the sub-project which may represent up to 10 per cent of the total cost of the sub-project.

- (e) *Non-eligible costs*: The following represents a non-exhaustive list of cost elements of the sub-projects which are not eligible:
  - (i) the acquisition of land;
  - (ii) financial costs of investments (payment of debts, refinancing, interest charges etc.);
  - (iii) value added tax paid in the EU Member States or in the Partner Countries; and
  - (iv) any other costs which are not eligible under CEB's policy for loans and project financing.
- (f) *Grant request assessment criteria*: Specific technical information on each sub-project shall be further detailed in the relevant Grant Request based on and in compliance with the grant request assessment criteria to be prepared by the Technical Committee in consultation with the Partner Countries and approved by the Assembly of Donors (the "**Grant Request Assessment Criteria**").
- (g) *Blending Grants and own resources*: The Fund Resources are intended to be used within the framework of the Regional Housing Programme to support sub-projects co-financed by the Partner Countries. The relevant Partner Country shall allocate to its sub-project its own financial and/or in-kind contribution in an amount at least equal to the corresponding own contribution specified in the "Budget" set out in Annex 2 to the "Joint Regional Programme on Durable Solutions for Refugees and Displaced Persons". For the avoidance of doubt, Grant Requests shall be approved, only if the available funding covers the cost of the relevant sub-project.

#### 1.4 Application of General Conditions

- (a) As and from the Effective Date, the operation of the RHP Fund and the Fund Resources will be governed by, and such Fund Resources will be received, administered, used and disposed of in accordance with these General Conditions. The General Conditions may be supplemented by Procedures and Implementing Guidelines to be adopted by the Assembly of Donors in agreement with the Fund Manager. Without prejudice to the foregoing, where discrepancies or conflicts are identified between or among the provisions of the General Conditions and the provisions of any supplementary Procedures and/or Implementing Guidelines, adopted by the Assembly of Donors, the General Conditions will prevail.
- (b) Each Donor will conclude with the Fund Manager an Adherence Agreement at the time when it makes its first Contribution to the RHP Fund. The conclusion of the Adherence Agreement will be a prerequisite for making a Contribution to the RHP Fund and participation in the RHP Fund. By adhering to the General Conditions each Donor agrees to participate in the Assembly of Donors according to the provisions set out herein.

## 2. FUND RESOURCES

### 2.1 Fund Resources

The Fund Resources will consist of:

- (a) Contributions made by Donors pursuant to Paragraphs 2.2 and 2.3 below;
- (b) interest accrued on the Fund Resources in accordance with Paragraph 3.7; and
- (c) amounts recovered under proceedings taken pursuant to Paragraph 3.4(c) below.

### 2.2 Contributions

- (a) Subject to the provisions of Paragraphs 1.4(b) above and 2.2(b) below, any Donor may make a Contribution to the RHP Fund by entering into a Contribution Agreement. By entering into a Contribution Agreement the relevant Donor irrevocably undertakes to make the Contribution described therein available on the relevant date/s specified therein in accordance with Paragraph 2.3 below.
- (b) The minimum amount of the initial Contributions by each Donor will be €250,000 (the “**Initial Contribution Minimum Amount**”) and each subsequent Contribution will be made in an amount of at least €250,000 (the “**Subsequent Contribution Minimum Amount**”).
- (c) A Donor may, at any time, increase the amount of its Contribution. The provisions of the General Conditions relating to the Contribution will apply equally to any additional amounts so contributed.

### 2.3 Payment of Contributions

- (a) Each Contribution will be in Euro or U.S. dollars and will be transferred to the Fund Account within three months following the signing of the relevant Contribution Agreement at the latest. Payments may be made (i) as a single instalment, or (ii) where the Contributions are of €5,000,000 or in excess thereof in several instalments with a maximum of two per calendar year, whereby the first instalment is payable within three months following the signing of the relevant Contribution Agreement as set out in the relevant Contribution Agreement.
- (b) All payments made in U.S. dollars will be converted upon receipt into Euro by the Fund Manager and the amount of Euro so received will be deemed to be the amount of the relevant Contribution.

### 2.4 Earmarking of Contributions

Un-earmarked Contributions to the RHP Fund (covering all four Country Housing Projects) are preferred. However, a Donor may earmark its Contribution for a specific Country Housing Project or specific Country Housing Projects, by specifying the earmarking in the Contribution Agreement.

## **2.5 The Fund Manager's acknowledgment of Contributions**

*First Contribution:* Following receipt of the first Contribution in the Fund Account, the Fund Manager shall issue to each Donor who at such date has entered into a Contribution Agreement a statement including (a) details of such first Contribution and (b) a confirmation of the commencement of the RHP Fund's activities specifying the Effective Date.

*Further Contributions:* Following receipt of any further signed Contribution Agreement, the Fund Manager shall issue to each Donor a statement including details of such Contribution.

On the occasion of each Assembly of Donors, the Fund Manager shall issue a table showing the aggregate Contributions effectively received from each Donor and the voting rights thus acquired in the Assembly of Donors (see Paragraph 3.2(g)).

## **2.6 Separation of Resources**

- (a) The Fund Resources will at all times and in all respects be kept in a separate Fund Account.
- (b) Under no circumstances will the resources of the CEB be charged with, or used to discharge, losses or liabilities arising out of the operations or other activities of the RHP Fund.
- (c) In the operation and other activities of the RHP Fund, the liability of the CEB shall be limited to the Fund Resources which are at the disposal of the CEB.

## **3. GOVERNANCE AND ADMINISTRATION OF THE RHP FUND**

### **3.1 General Principles of Governance**

The RHP Fund has no separate legal personality and thus will be managed by the Fund Manager on behalf of the Donors in accordance with these General Conditions and under the supervision of the Assembly of Donors and the RHP Steering Committee.

The Assembly of Donors is the governing body of the RHP Fund and, in particular, decides on the use and allocation of the Fund Resources.

The RHP Steering Committee is the high coordinating body of the RHP.

The role and the functioning of the RHP Steering Committee is described in the Rules of Procedure of the RHP Steering Committee which will be endorsed by the participants to the RHP Steering Committee prior to the RHP Steering Committee's first meeting.

### **3.2 The Assembly of Donors**

- (a) The Assembly of Donors of the RHP Fund will be composed of the following:
  - (i) one (1) representative of each Donor;
  - (ii) the Fund Manager having a non-voting status,and it will be co-chaired by the Commission on a permanent basis (the "**Chair of the Assembly of Donors**") and another Donor on an annual rotation basis being, at any

given time, the same Donor who will act as co-chair of the RHP Steering Committee (the “**Co-Chair of the Assembly of Donors**”).

- (b) The Assembly of Donors of the RHP Fund will:
  - (i) approve Grants in accordance with the decision making procedure described in Paragraph 3.2(g) below.
  - (ii) monitor the payment of the committed Contributions to the RHP Fund, having regard to implementation of Country Housing Projects to be supported with Fund Resources;
  - (iii) decide on measures to be taken, pursuant to Paragraph 3.2(i) below;
  - (iv) approve the annual financial statements of the RHP Fund;
  - (v) monitor financial flows of the RHP Fund, including upon the cancellation of any Contribution Agreement and/or the winding up of the RHP Fund;
  - (vi) take decisions pursuant to Paragraph 3.2(j) below; and
  - (vii) on an exceptional basis, approve the use of Fund Resources by the Finance Institution for such other activities as the Assembly of Donors may decide within the framework of the Regional Housing Programme in accordance with the decision making procedure described in Paragraph 3.2(g) below.
- (c) Subject to Paragraph 2.2(b), each Donor will have the right to be represented in the Assembly of Donors of the RHP Fund, to participate in their meetings provided that such Donor has, on the date of the meeting of the Assembly of Donors of the RHP Fund, met its obligations under its Contribution Agreement(s).
- (d) Each Donor’s representative to the Assembly of Donors of the RHP Fund will be at the service of such Donor without remuneration from the RHP Fund. Each representative may be accompanied by up to one (1) advisory staff while the Chair of the Assembly of Donors and the Co-Chair of the Assembly of Donors may be accompanied by up to two (2) advisory staff each also without remuneration from the RHP Fund. The same representative of each Donor to the Assembly of Donors of the RHP Fund will act as its representative to the RHP Steering Committee. Participants to the Assembly of Donors of the RHP Fund will cover their own costs of participation. An individual may at the same time serve as representative of more than one Donor in the Assembly of Donors of the RHP Fund if such Donors will have so agreed and notified the Fund Manager, in writing and in advance of the meeting.
- (e) The Assembly of Donors of the RHP Fund will meet a minimum of two (2) times per year, except for in the first and last year of the operation of the RHP Fund where the Assembly of Donors will meet a minimum of one (1) time per year, to perform the activities set out in Paragraph 3.2(b).
- (f) In addition, the Assembly of Donors of the RHP Fund may hold special meetings to review the implementation of the RHP Fund. Such meetings of the Assembly of Donors may be called by the Chair of the Assembly of Donors, at the request of CEB or of the Donors, which account for not less than one-third of the aggregate amount

of all paid in Contributions to the RHP Fund at the date on which such request will have been made to the CEB.

- (g) As and when required, the Assembly of Donors will endeavour to take decisions by consensus of all Donors present at the meeting when the relevant decision is taken.

Where consensus cannot be reached, such decision will be taken by the Assembly of Donors by vote. *Quorum*: The quorum is established at the start of each Assembly of Donors meeting. The Assembly of Donors shall be quorate if the Donors in attendance (A) account for at least one fourth of the Donors who have delivered a Contribution Agreement to the Fund Manager and (B) represent at least 2/3 of the total amount of the paid-in Contributions at the time of the meeting. *Voting Rules*: A decision will be adopted if a majority of not less than 2/3 of the Donors voting, vote in favour of such a decision, provided that the total amount of all paid-in Contributions to the RHP Fund by the Donors voting in favour of a decision represents not less than 2/3 of the total amount of the paid-in Contributions.

- (h) *Written Procedure*: On an exceptional basis, for any urgent business concerning the RHP Fund, the Assembly of Donors may take decisions, in accordance with the decision-making procedure described in Paragraph 3.2(g) above, on the basis of written resolutions, in the absence of a meeting.

Such a resolution will be approved if all Donors entitled to participate in the decision-making process, confirm their agreement with the written resolution. If a Donor does not submit its response with respect to the written resolution within the timeframe provided for this purpose, its vote will be counted in favour of the written resolution. A minimum of fifteen (15) calendar days will be given for each request for response.

If one or more Donors reject the proposal within fifteen (15) calendar days following receipt of the written request for a decision accompanied by relevant supporting documents, such rejection to be made in writing addressed to the Chair of the Assembly of Donors and the Fund Manager, the Chair of the Assembly of Donors shall upon receipt of such a rejection call for a meeting of the Assembly of Donors to discuss the relevant resolution.

- (i) If failure by a Donor to meet its obligations under its Contribution Agreement will, in the judgement of the Fund Manager, materially interfere with or prejudice the operations of the RHP Fund, in whole or in part, the Fund Manager may request that the Chair of the preceding Assembly of Donors call a special meeting of the Assembly of Donors to consider the taking of appropriate measures.
- (j) Subject to the provisions of Paragraph 3.2(g), the Assembly of Donors of the RHP Fund may decide on its own rules of procedure and guidelines. Such rules of procedure and guidelines will be in line with the General Conditions.

### 3.3 The Technical Committee

- (a) The Technical Committee will consist of one (1) representative of the following:
- (i) the Commission;
  - (ii) each Donor who has made one or more Contributions totalling €5,000,000 or in excess thereof;
  - (iii) each Donor Group; and
  - (iv) RHP Secretariat,

and it will be chaired by the RHP Secretariat (the “**Chair of the Technical Committee**”).

- (b) The Technical Committee will:
  - (i) prepare the Grant Request Assessment Criteria;
  - (ii) screen and assess Grant Requests;
  - (iii) submit Grant Requests for approval to the Assembly of Donors; and
  - (iv) discuss implementation related issues based on information provided by RHP Secretariat, including the progress of the Programme.
- (c) Except for the RHP Secretariat, each member’s representative to the Technical Committee will be at the service of such member without remuneration from the RHP/RHP Fund. Each representative may be accompanied by advisory staff also without remuneration from the RHP/RHP Fund. Participants to the Technical Committee will cover their own costs of participation. An individual may at the same time serve as representative of more than one member in the Technical Committee if such members will have so agreed and notified the RHP Secretariat, in writing and in advance of the meeting.
- (d) The Technical Committee will meet a minimum of two (2) times per year, except for in the first and last year of the operation of the RHP Fund where the Technical Committee will meet a minimum of one (1) time per year, to perform the activities set out in Paragraph 3.3(b). The meetings will be called by the Chair of the Technical Committee. The meetings will be held in the headquarters of the CEB in Paris. The RHP Secretariat shall draft the agenda for these meetings and distribute it to the members of the Technical Committee no later than one week prior the scheduled date of the meeting.
- (e) The Technical Committee, in consultation with the Chair of the Technical Committee, may invite representatives of governments, other institutions and entities to attend specific agenda items of meetings of the Technical Committee as observers.

#### **3.4 Management and Administration of the RHP Fund - Role of the Fund Manager**

- (a) The Fund Manager will manage the RHP Fund in accordance with these General Conditions. In particular, it will fulfil its role as follows, it will:
  - (i) open and maintain the Fund Account for the RHP Fund in which it will record the receipt of Contributions, the disbursement of the Fund Resources, all remuneration received and payment of the Management Fee in accordance with Paragraph 3.6 and all other operations affecting the Fund Resources;
  - (ii) prepare the annual financial statements of the RHP Fund and report on the activities financed with the Fund Resources for review and approval by the Assembly of Donors;
  - (iii) liaise with the Donors, to the extent necessary to fulfil its managerial role with respect to all issues related to the Assembly of Donors, including maintaining the records of contributions, voting rights and grants;

- (iv) prepare the meetings of the Assembly of Donors;
  - (v) submit to the Assembly of Donors all necessary reports and technical documentation, including an Annual Report of Fund operations, which will include information provided by the RHP Secretariat and audited financial statements;
  - (vi) submit to Donors written resolutions for approval and inform the Donors of the results from such approval process; and
  - (vii) carry out such other functions as may be necessary for the efficient administration of the RHP Fund as deemed necessary by the Assembly of Donors.
- (b) In managing the RHP Fund and the Fund Resources, the CEB will exercise the same amount of care and diligence as it exercises with respect to its own capital resources and shall have no further liability to any Donor in respect thereof.
  - (c) In case of misuse, or alleged misuse of Fund Resources, the Fund Manager, after consultation with the Assembly of Donors, may undertake recovery proceedings as are approved by the Assembly of Donors, in accordance with the provisions of Paragraphs 3.2(g) herein above, in a manner consistent with the care and diligence applied in CEB projects financed out of its resources and taking into consideration any concerns, opinions, views, recommendations, advice of the Assembly of Donors. The cost of such proceedings will be charged to the Fund Resources, pro-rata to each Donor based on the size of its Contribution to the RHP Fund.
  - (d) The Fund Manager may adopt such operating procedures, compatible with the General Conditions, as may be considered necessary or appropriate for the efficient administration of the RHP Fund.
  - (e) Documents and materials, compiled by the Fund Manager, relating to individual sub-projects submitted for financing by the RHP Fund or relating to activities of the RHP Fund will be provided to the Donors to the extent that such disclosure will be consistent with CEB Public Information Policy.

### **3.5 The Role of the RHP Secretariat**

The RHP Secretariat will:

- (a) prepare the meetings of and provide support to the RHP Steering Committee as further detailed in the Rules of Procedure of the RHP Steering Committee;
- (b) liaise with the Partner Countries, the Donors, the UNHCR and the OSCE to the extent necessary to fulfil its role with respect to all issues related to the RHP Steering Committee;
- (c) prepare the meetings of and provide support to the Technical Committee, including as described in Paragraph 3.3(d) above;
- (d) chair the Technical Committee;
- (e) collect all incoming Grant Requests as described in Paragraph 1.2(b) above which it will transmit to the Technical Committee;

- (f) ensure that in relevant CEB publications, communications with recipient Partner Countries, other entities and the media, appropriate visibility is given to the RHP Fund and its Donors, save that, when developing and implementing such visibility measures, the RHP Secretariat, as informed by the Fund Manager, will take due account of the relative size of the Contributions to the RHP Fund made by each Donor;
- (g) in the context of the RHP prepare the meetings of and provide support to the Regional Coordination Forum as further detailed in the Regional Coordination Forum's terms of reference;
- (h) in the context of the RHP co-chair the Regional Coordination Forum as further detailed in the Regional Coordination Forum's terms of reference; and
- (i) any other tasks deemed necessary by the RHP Steering Committee and/or the Technical Committee and/or the Assembly of Donors to achieve efficient implementation of the Regional Housing Programme.

### **3.6 Management Fee**

In order to defray the costs to the CEB in its capacity as Fund Manager and RHP Secretariat as well as all ancillary costs for the management and administrative support of the RHP Fund and the RHP, the CEB will receive a management fee, corresponding to 2.5 per cent. of the total amount of Contributions paid into the RHP Fund (the "**Management Fee**"). The Management Fee will be payable to the CEB out of each Contribution upon its transfer to the Fund Account.

Given that any costs CEB incurs prior to 1 January 2013 in respect of the management and administrative support of the RHP Fund and the RHP will be funded by bilateral contributions to the CEB from the Commission, only costs incurred by CEB in its capacity as Fund Manager and RHP Secretariat from 1 January 2013 will be funded by the Management Fee.

The Management Fee may be reviewed pursuant to the Paragraph 3.11 herein below.

### **3.7 Remuneration of the Fund Account**

The Fund Manager shall pay interest to the Fund Account on the daily outstanding credit balances. Such interest is calculated on the basis of the monthly average of the Euro Overnight Index Average (EONIA) defined as the reference rate calculated by the European Central Bank and published on Reuters page "EONIA" minus 30 basis points (-0.30%). For non-business days the reference EONIA rate of the preceding working business day shall apply. The interest amount is calculated on an actual/360 day-count-fraction. Interest is credited at the end of each month as the sole remuneration.

In case of negative interest resulting from the remuneration formula stated above, Fund Resources will decrease accordingly.

### **3.8 Accounts and Audit**

- (a) The Fund Manager will maintain the accounts of the RHP Fund in Euro in accordance with the same accounting principles it follows in respect of its other fiduciary accounts.

- (b) The financial statements of the RHP Fund will be audited on an annual basis before the end of June of the following year by CEB's external auditors in a manner consistent with that applied to CEB's resources. The costs of the audit will be paid from the Fund Resources.
- (c) The fiscal year of the RHP Fund will be the calendar year. Unless otherwise agreed with the Assembly of Donors, the first fiscal period of the RHP Fund will end on 31 December immediately following the Effective Date.

### **3.9 Policies and procedures applicable to the implementation of Grants approved for financing with the Fund Resources**

Grants approved by the Assembly of Donors for financing from the Fund Resources will be implemented and monitored in accordance with the applicable policies and procedures of the Finance Institution. This includes the procurement of goods, works and services, including consulting services, necessary for the implementation of the CHPs and financed with the Fund Resources.

Partner Countries will carry out procurement in accordance with CEB Procurement Guidelines.

Procurement under each CHP shall comply with the principles of transparency, proportionality, sound financial management, equal treatment and non-discrimination, lack of conflicts of interests and respect of internationally accepted standards.

The contracting authorities of the Partner Countries shall in particular guarantee that non-discrimination is ensured among tenderers in all stages of the public procurement procedure and regarding in particular circumstances which might lead to locational, material or personal discrimination of tenderers, or discrimination originating from the classification of activities performed by the tenderer.

CEB will ensure that partner countries set up systems that will allow them to provide reasonable assurance of the respect of the above mentioned principles. In particular CEB will carry out regular checks throughout the procurement cycle, ranging from pre-reviews (ex-ante) with the issuance of no-objection, to post-reviews (ex-post). These verifications will entail both desk reviews and field missions. CEB will establish specific circuits for the approval of procurement plans and of all steps of procurement procedures.

CEB will require the Partner Countries to set up systems which will guarantee an adequate control environment and ensure that their contracting authorities carry out public procurement in such a manner that it guarantees economic, effective and efficient use of the financing provided by the RHP Fund and successfully attains the goals of the RHP

*Monitoring and evaluation:* With respect to monitoring and evaluation of the CHPs, CEB will perform both regular desk reviews and field visits in line with CEB's policy for loans and project financing. On-site monitoring missions will be carried out jointly with Donors upon request.

The RHP monitoring and evaluation framework will be based on a two-tier structure:

- (a) Internal monitoring will be carried out by:
  - (i) the UNHCR and the OSCE who will monitor beneficiary-related issues and the CEB who will supervise overall implementation of the CHPs;

- (ii) consultants, who will be deployed on short- or long-term missions to provide support to the project implementation units (the “PIUs”) and / or address specific issues;
  - (iii) the four (4) PIUs, who will be in charge of implementing the Country Housing Projects in accordance with best practices.
- (b) External monitoring will be carried out by:
- (i) independent auditors, who will conduct regular audits;
  - (ii) specialised consultants and/or institutions, who will provide independent evaluation of CHPs’ outcomes.

Monitoring and evaluation outcomes and reports will also be outlined with agreed key development impact indicators (baseline data and targets for each country), to be provided periodically during the whole implementation period and at the project completion.

An independent evaluation of the results will take place at the completion of each CHP. A mid-term review, the timing and scope of which are to be decided by the Assembly of Donors, may be carried out.

### 3.10 Liability

No Donor will assume liability in respect of (i) any third party claims for damages arising out of the implementation of sub-project financed from the Fund Resources, or (ii) any damage or injury sustained by the staff or property of CEB arising out of the management and/or administration of the RHP Fund.

### 3.11 Review

The Fund Manager may, *inter alia*, at any time, add as an item on the agenda of a meeting of the Assembly of Donors a review regarding:

- (a) the amount of the Management Fee being paid by the Donors, with a view of adjusting such amount, if required, taking into account:
  - (i) the actual costs for management and administration of the RHP Fund, incurred by the Fund Manager and the RHP Secretariat for the period from the Effective Date until the date of the review, and the total value of all Contributions made for the same period; and/or
  - (ii) the actual duration of the RHP following a possible extension of the termination date (as defined in Paragraph 4.2(a) below); and/or
  - (iii) the actual Contributions to the extent that they exceed the amounts pledged at the Donors’ Conference; and/or
- (b) changes required to the governance of the RHP Fund, if any; and/or
- (c) the total value of all Contributions made to the RHP Fund for the period from the Effective Date until the date of the review.

Any decisions taken by the Assembly of Donors shall be taken in accordance with the decision-making procedure, described in Paragraph 3.2(g) of these General Conditions. If such decisions are inconsistent with, or in any other way necessitate changes to, the terms of these General Conditions, then the decisions and the resulting changes to the General

Conditions shall only become effective upon the entry into force of a formal amendment to the General Conditions, executed pursuant to the provisions of Clause 6 herein below.

#### **4. TERMINATION**

##### **4.1 Termination of a Contribution Agreement**

- (a) Subject to Paragraph 4.1(b) and Paragraph 4.4 below, each Donor may at any time terminate its Contribution Agreement upon sixty (60) days prior written notice.
- (b) As from the effective date of termination of a Contribution Agreement, the relevant Donor will have no rights or obligations in respect of the RHP Fund except those set forth in this Clause 4. The Donor will be relieved of any liability to pay to the RHP Fund any amounts of its Contribution under the relevant Contribution Agreement, not yet fully committed. “Fully committed” means commitments in respect of sub-projects, approved by the Assembly of Donors regardless of whether a transfer from the Fund Account has been made by the CEB.

##### **4.2 Termination of the RHP Fund**

- (a) The RHP Fund will remain active until 30 June 2018 (the “**Termination Date**”), subject to extension upon the Assembly of Donors’ approval following the Fund Manager’s request based on a request from the RHP Secretariat. If not all of the Fund Resources have been disbursed by the Termination Date, the Fund Manager will make a final re-distribution of the Fund Resources to all Donors on the Termination Date.
- (b) Notwithstanding Paragraph 4.2(a) above and subject to Paragraph 4.3 below, the RHP Fund may be terminated at any time by a decision of the Assembly of Donors, taken with the unanimous consent of Donors, and the agreement of the Fund Manager.
- (c) The RHP Fund will terminate automatically upon termination by CEB of its operations pursuant to Article XV of the Articles.
- (d) The Fund Manager may cease to perform the functions conferred upon it pursuant to these General Conditions upon six (6) months’ notice to the Assembly of Donors, given following consultation with the RHP Steering Committee.

##### **4.3 Disposal of the Resources on Termination of the RHP Fund**

Upon termination of the RHP Fund, the following provisions will apply with respect to the disposal of the Fund Resources:

- (a) CEB will immediately cease all activities relating to such Fund Resources, except those incidental to the orderly realisation, conservation and preservation of such Fund Resources and the settlement of the direct or contingent obligations to which they may be subject.
- (b) Subject to Paragraph 4.3(c) below, CEB will distribute the total net assets of the RHP Fund (as shown in the books of the CEB as of the date of termination) among the Donors in proportion to the amounts respectively contributed to the RHP Fund. Such distribution will be effected at such times and in such currencies and types of assets as CEB determines, and as approved by the Assembly of Donors. For the avoidance

of doubt, the currency of such distribution may be Euro even if the relevant Contribution/s was/were made in U.S. dollars. If an amount in Euro is converted into its U.S. dollars equivalent by the CEB before effecting the distribution, the exchange rate as at the day of conversion shall be applicable.

- (c) No distribution will be made until all liabilities of the RHP Fund (including payments due to CEB) will have been discharged or provided for. Any distribution to a Donor will be subject to prior settlement of all outstanding claims by CEB against such Donor in respect of its Contribution.
- (d) Until final distribution of the net assets of the RHP Fund, all rights and obligations of CEB under these General Conditions and of the Donors under this Clause 4 of the General Conditions will continue unimpaired.

#### **4.4 Disposal of Fund Resources on Termination of a Contribution Agreement**

Upon termination of a Contribution Agreement, the following provisions will apply with respect to the Contribution made pursuant to such Contribution Agreement:

- (a) CEB will immediately cease all activities relating to such Contribution, except those incidental to the orderly realisation, conservation and preservation of such Contribution and the settlement of the direct or contingent obligations to which it may be subject.
- (b) Subject to Paragraph 4.4(c) below, CEB will distribute any funds received pursuant to the relevant Contribution Agreement and not yet committed at the time of termination of the Contribution Agreement to the relevant Donor. Such distribution will be effected at such times and in such currencies as CEB determines, and as approved by the Assembly of Donors. For the avoidance of doubt, the currency of such distribution may be Euro even if the relevant Contribution/s was/were made in U.S. dollars. If an amount in Euro is converted into its U.S. dollars equivalent by the CEB before effecting the distribution, the exchange rate as at the day of conversion shall be applicable.
- (c) No distribution will be made until the pro-rata share of all liabilities (including payments due to CEB) in respect of such Contribution have been discharged or provided for. Any distribution to a Donor will be subject to prior settlement of all outstanding claims by CEB against such Donor in respect of its Contribution.
- (d) In the event of release or return to the RHP Fund of any funds committed to a sub-project, approved for financing with Fund Resources, such Donor's pro-rata share of such released or returned funds will be disbursed to such Donor.
- (e) Until final reimbursement to the relevant Donor, all rights and obligations of CEB under these General Conditions and of the Donors under this Clause 4 of the General Conditions will continue unimpaired.

#### **5. COMMUNICATIONS AND NOTICES**

All communications and notices required or permitted under the General Conditions will be sent in writing by the most expedient means available. All communications and notices, required or permitted under the General Conditions, may be submitted by means of electronic mail.

## **6. AMENDMENTS**

A proposal to amend these General Conditions may be made by any member of the Assembly of Donors. Such proposal, including the rationale and justifications for the proposed amendment of the General Conditions, shall be submitted to the Assembly of Donors by the Fund Manager.

These General Conditions may be amended only pursuant to a decision of the Assembly of Donors taken by consensus and with the agreement of the Fund Manager. Amendments to the General Conditions will be implemented in accordance with their provisions or, absent any particular provision, upon the later of the approval by the Assembly of Donors and the agreement of the Fund Manager to such amendments.

## **7. DISPUTE RESOLUTION**

### **7.1 Disputes with members of CEB**

If a disagreement should arise between the CEB and any Donor who is a member of the CEB concerning any matter arising out of or in connection with the Contribution of the Donor, and such dispute cannot be amicably settled by consultation between them, such disagreement will be resolved between the Governor of the CEB and the representative of the Donor concerned.

### **7.2 Disputes with non-members of CEB**

If a disagreement should arise between the CEB, and a Donor who is not a member of the CEB in connection with the Contribution of that Donor, and such dispute cannot be settled amicably by the parties, such disagreement will be settled by arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of the Contribution Agreement.

## ANNEX - FORM OF ADHERENCE AGREEMENT

### ADHERENCE AGREEMENT

with respect to the Regional Housing Programme Fund

**THIS ADHERENCE AGREEMENT** (the “**Adherence Agreement**”) is made between

The [*NAME OF COUNTRY/ENTITY*] (the “**Donor**”); and

The **COUNCIL OF EUROPE DEVELOPMENT BANK**, International Organisation, with its headquarters at 55 Avenue Kléber, 75116 Paris, France (the “**CEB**”, or the “**Fund Manager**”);

jointly referred to hereinafter as the “**Parties**”, each a “**Party**”;

in respect of the Donor’s participation and contribution to the Regional Housing Programme Fund (the “**RHP Fund**”);

#### WHEREAS

- (A) As part of the joint initiative of Bosnia and Herzegovina, Republic of Croatia, Montenegro and Republic of Serbia (the “**Partner Countries**”) under the Sarajevo process on refugees and displaced persons to create ‘Durable Solutions for Refugees and Displaced Persons (DPs) in the Western Balkans’ (the “**Regional Housing Programme**” or “**RHP**”), the RHP Fund has been established to be managed by the CEB.
- (B) The purpose of the RHP Fund is to pool resources, contributed by states and institutions, to be used for the purposes of providing Grants to the Partner Countries in respect of their respective Country Housing Project under the Regional Housing Programme.
- (C) The CEB shall manage the RHP Fund, and all Fund Resources shall be accepted, held, used, committed, expended or otherwise disposed of, in accordance with the General Conditions of the RHP Fund (attached) as may be amended, from time to time, in accordance with the terms for amendment, provided therein (the “**General Conditions**”).
- (D) The Donor now wishes to confirm (i) its commitment to contribute to the RHP Fund; (ii) that it agrees that the use and management of any Contribution made by it to the RHP Fund shall be done in accordance with the General Conditions and this Adherence Agreement; (iii) its participation in the Assembly of Donors in accordance with the General Conditions and (iv) its participation in the RHP Steering Committee in accordance with the Rules of Procedure of the RHP Steering Committee.

**NOW THEREFORE** the Parties hereto agree as follows:

#### 1. General Conditions of the RHP Fund

The Donor hereby (i) acknowledges receipt of a copy of the General Conditions (comprising its Annex), as in force as of the date of entry into force of this Adherence Agreement; and (ii) agrees that the General Conditions shall apply to any Contribution made by it to the RHP Fund

(any such Contribution to be made by way of a Contribution Agreement, substantially in the form of the Annex I hereto), as if incorporated therein in full.

## **2. Contributions**

The Donor confirms its commitment to contribute to the RHP Fund, for the purposes of which it shall enter into a Contribution Agreement with the CEB in the form of the Annex I hereto.

## **3. Notices**

All matters relating to the RHP Fund shall be addressed, as and when required, to the following representatives of the Parties, as appropriate:

For the Donor:

[NAME]  
[TITLE]  
[NAME OF COUNTRY/ENTITY]  
[ADDRESS]

Tel: [●]  
Fax: [●]  
Email: [●]

For the Fund Manager:

Director of the Central Directorate for Studies  
and International Relations  
Council of Europe Development Bank  
55, avenue Kléber  
75116 Paris, France

Tel: +331 47 55 71 51  
Fax: +331 47 55 71 55  
Email: [CEB-donor-relations@coebank.org](mailto:CEB-donor-relations@coebank.org)

## **4. General**

- (a) All capitalised terms used herein have the meaning attributed to them in the General Conditions as in force at the time of entry into force of this Adherence Agreement.
- (b) Any disputes arising out of or in connection with this Adherence Agreement shall be resolved in accordance with the terms of Clause 7 (Dispute Resolution) of the General Conditions.
- (c) This Adherence Agreement shall enter into force on upon signature by both Parties.

Signed in the English language, in two originals, one for each of the Parties,

**For the [DONOR'S NAME]**

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Name:  
Title:  
Date:

**For the Council of Europe Development Bank**

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Name:  
Title:  
Date:

**FORM OF CONTRIBUTION AGREEMENT  
with respect to the Regional Housing Programme Fund**

[LETTERHEAD OF DONOR]

Director of the Central Directorate for Studies and International Relations  
Council of Europe Development Bank  
55, avenue Kléber  
75116 Paris  
France

Date:

Dear Mr [ ],

I refer to the Adherence Agreement in respect to the Regional Housing Programme Fund (the “**RHP Fund**”) between [NAME OF COUNTRY/ENTITY] (the “**Donor**”) and the Council of Europe Development Bank, in force as of [date].

[NOTE (to be deleted): if the Contribution Agreement pertains to an increase of Contribution, the following reference should also be made here, separated by a comma from the reference to the Adherence Agreement: “our Contribution Agreement(s) dated [...], [...] and [...].”]

I am pleased to inform you that [NAME OF COUNTRY/ENTITY] wishes to [make a Contribution] OR [increase its Contribution] to the RHP Fund [in] OR [with] the aggregate amount of [AMOUNT] [Euro][U.S. dollars].

The Contribution will be paid in cash, in [Euro] [U.S. dollars]  
[in one instalment on [DATE]]\* OR  
[in [X] instalments, with the first one of [AMOUNT] on [DATE], the second one of [AMOUNT] on [DATE] etc.]\* OR  
[in [X] instalments, of [AMOUNT] each on [DATES/PERIOD, E.G. QUARTERLY ON...]]\* OR  
[in several instalments, with the first one of [AMOUNT] on [DATE] and the amount/s and payment date/s of all subsequent instalments to be notified by the Donor to the Fund Manager as soon as possible in advance of making the payment and no later than [two weeks] in advance of making the payment]\* (the “**Payment Date/s**”).

*\*DELETE THE OPTION WHICH DOES NOT APPLY.*

The Donor will notify the Fund Manager two business days prior the [relevant] Payment Date that its Contribution will be made with value date on the Payment Date. Such notice shall be made by email and shall be addressed to the Fund Manager:

Director of the Central Directorate for Studies and International Relations  
Council of Europe Development Bank  
55, avenue Kléber

75116 Paris, France

Tel: +331 47 55 71 51

Fax: +331 47 55 71 55

Email: [CEB-donor-relations@coebank.org](mailto:CEB-donor-relations@coebank.org)

[The Contribution will be deposited into the Fund Account via the Euro account opened in the name of the Council of Europe Development Bank:

SWIFT code CEFP FR PP

IBAN DE44500700100928738400

BIC code DEUTDEFF

with DEUTSCHE BANK AG FRANKFURT

Taunusanlange 12,

60325 Frankfurt am Main

with indication for further credit in EUR on the “RHP Fund Account”.] *OR*

[The Contribution will be deposited into the Fund Account via the U.S. dollar account opened in the name of the Council of Europe Development Bank:

SWIFT code CEFP FR PP

Account number 04405734

BIC code BKTRUS33

with DEUTSCHE BANK TRUST COMPANY AMERICAS NEW YORK

60 Wall Street

New York NY 10005

with indication for further credit in EUR on the “RHP Fund Account”.]

The Contribution is made without earmarking for a specific Country Housing Project. *OR* [The Contribution is earmarked for the/ following Country Housing Project/s in [*NAME OF PARTNER COUNTRY/COUNTRIES*].

I confirm that the terms used herein have the meaning attributed to them in the General Conditions of the RHP Fund (the “**General Conditions**”). [*NAME OF COUNTRY/ENTITY*] acknowledges that this Contribution Agreement is subject to and incorporates by reference the terms and conditions of the General Conditions in full.

Sincerely yours,

---

Name:

Title:

Date: